

## INTERIM INSTRUCTION

Ladies and Gentlemen, I need to inform you of a development in this case. When the case began, I instructed you that there were two different claims in the case, <sup>on the</sup> for breach of the settlement agreement <sup>and</sup> ~~on the one~~ <sup>hand</sup>, and <sup>to</sup> patent infringement, ~~on the other hand~~. There have been certain developments on the claim for breach of the settlement agreement such that the issue is no longer before you. <sup>However</sup> as a result, you will need to address and decide only the facts relating to Linear's patent infringement claim against MPS, and MPS's defenses that the asserted claims of the two Linear patents are invalid. You should not draw any inferences for or against one party or the other as a result of the contract issue no longer being in the case. You also should not draw any inferences for or against one party or the other who as a result does not call a witness to testify at trial.

We will now proceed with the case in connection with Linear's patent infringement claims, and MPS's defenses thereto.

*I have made a ruling. ~~There is~~*  
*not*

*Atta You are not to draw any inferences about the ruling or speculate about what it was.*